

購買約款

General Terms and Conditions of Purchase of Goods and Services

Version – September 2026

第1条 (本約款の目的)

この約款(以下「本約款」という。)は、注文者ビクトレックスジャパン株式会社(以下「甲」という。)と物品の売主又はサービス提供者(以下「乙」といい、甲及び乙を併せて「両当事者」、甲又は乙いずれかを「各当事者」という。)が、甲の個別発注に基づいて締結する、乙から甲に対する物品及び/又はサービスの販売・提供(以下物品及びサービスを併せて「本製品」という。)に関する契約(以下「個別契約」といい、本約款と併せ「本契約」という。)に共通して適用される一般的事項を定める。

Article 1 (Purpose of these Terms and Conditions)

These terms and conditions stipulate the general provisions that shall apply to both individual sales agreements of the goods and/or the individual service provision agreements (hereinafter collectively referred to as “Individual Agreements”) executed, based on individual orders issued by VICTREX JAPAN, INC. (“Victrex”), by and between Victrex and the seller or service provider (hereinafter both referred to as “Seller”) (hereinafter collectively referred to as “Parties”, and “Party” as individuals) (hereinafter the goods and services shall be referred to collectively as “Products”) (hereinafter these terms and conditions and Individual Agreements shall be referred to collectively as this “Agreement”).

第2条 (個別発注)

- 1 本製品の発注にあたり、甲は、乙に対して個別注文書を発行するものとし、乙は、個別注文書を受領後、速やかにその内容を確認の上、注文を承諾するか否を甲に対し書面で通知する。
- 2 甲乙間の個別契約は、乙が前項に定めるところにより書面で個別発注に関する承諾の通知をし、甲がこれを受領したときに成立する。但し、乙がかかる書面による承諾の通知をしなかった場合であっても、乙が甲の発行した個別注文書に定められた義務の履行に沿った行為を行った場合には、個別契約が成立したものとみなす。
- 3 本契約において売買される物品又は提供されるサービスの内容、仕様、価格、数量、納入の期限及び方法その他の取引条件(以下「本件取引条件」という。)は、本約款に定めるもののほか、個別注文書に定めるところによ

る。

- 4 本約款及び個別注文書に記載された条件以外の本件取引条件は、甲が事前に書面にて明示的に同意したものでない限り、無効とする。

Article 2 (Individual Orders)

- 2.1 Upon the order of the Products, Victrex shall issue an individual order form to the Seller and upon the receipt of the order, the Seller shall review it and notify Victrex in writing whether or not it accepts the order.
- 2.2 Individual Agreements shall be deemed as executed between the Parties when the Seller notifies Victrex in writing of its acceptance regarding the individual order pursuant to Article 2.1 and Victrex receives it. Provided, however, in the event that the Seller does not provide such acceptance notification in writing to Victrex, or if the Seller makes any action consistent with fulfilling the Seller's obligations under the individual order, such Individual Agreement shall be deemed as executed.
- 2.3 The contents, specifications, price, amount, due date and details of delivery and other trade conditions of the goods to be sold or the services to be provided under this Agreement (collectively, "Trade Conditions") shall be set forth in the individual order form.
- 2.4 The Trade Conditions other than those set forth in these terms and conditions and the individual order form shall be void, except for those that Victrex approves beforehand clearly in writing. The Trade Conditions shall override any terms and conditions attached to the supply of the Products by the Seller.

第3条 (個別契約の解除)

- 1 甲は、乙による納入期限の7日前までに、乙に対し書面により通知することで、個別契約を解除することができる。
- 2 前項の解除の場合、乙は、甲による解除前までに既に履行した業務に要した対価を、甲に対し請求することができるものとする。但し、甲による個別契約の解除が、乙の責めに期すべき事由による場合を除く。

Article 3 (Termination of Individual Agreements)

- 3.1 Victrex may terminate Individual Agreements subject to a written notice seven days prior to the delivery date of the Products by the Seller.
- 3.2 In the event of the termination set forth in Article 3.1, the Seller may claim consideration from Victrex in respect of any work performed prior to the termination by Victrex that directly relates to the termination by Victrex

provided, however, that the termination of Individual Agreements by Victrex is not based on causes attributable to the Seller.

第4条 (納入)

- 1 本製品の納入期限、納入場所その他の納入条件については、個別注文書に定める。
- 2 本製品の納入にあたり、乙は甲に対して納品書を提出する。
- 3 納期遅延のおそれがあるときは、乙は甲に対し、直ちにその旨を通知しなければならない。
- 4 乙が甲の責めに帰すべき事由によらずに納入期日に本製品を納入しないときは、乙は甲に対し、これによって甲の被った損害額を支払わなければならない。また、甲はかかる個別契約をその裁量により解除することができる。

Article 4 (Delivery)

- 4.1 The due date, place to be delivered and other delivery conditions with regard to the Products shall be set forth in an individual order form.
- 4.2 Upon the delivery of the Products, the Seller shall submit a statement of delivery to Victrex.
- 4.3 In the event of any possibility of delay, the Seller shall immediately notify Victrex thereof.
- 4.4 In the event that the Seller shall not deliver the Products by the due date without reasons attributable to Victrex, the Seller shall indemnify Victrex against any damage arising from such delay and incurred by Victrex.

第5条 (納入検査、所有権移転)

- 1 甲は、乙より納入された本製品の数量及び品質その他必要な事項に関する納入検査を行う。
- 2 本製品の所有権は、甲の納入検査に合格した時に乙から甲に移転する(以下「納入完了」という。)。本製品の所有権移転前に生じた滅失又は毀損した場合の危険負担は、甲の責に帰すべき事由による場合を除き、乙に帰属する。
- 3 乙は、第1項に定める納入検査により不合格となった物品について、甲の指示に従い、乙の費用負担において、当該義務の再履行、代替品の納入、代金の返金又は減額、及び/又はその引き取りその他必要な対応をしなければならない。

- 4 本条の規定は、乙の品質保証責任又は瑕疵担保責任を制限又は免除するものとして解釈されてはならない。

Article 5 (Inspection and Transfer of Ownership)

- 5.1 Victrex shall conduct an inspection on the amount, quality and other necessary matters of the Products delivered by the Seller.
- 5.2 The ownership in the Products shall be transferred from the Seller to Victrex upon successful passing of the Victrex's inspection of the Products ("Acceptance"). If the Products have been lost or damaged prior to transfer of the ownership, such loss or damage shall fall on the Seller except in the event where such loss or damage is due to reasons attributable to Victrex.
- 5.3 The Seller shall either re-perform the relevant obligations, deliver substitutes, refund or discount the price and/or collect the Products that have not passed the inspection set forth in Article 5.1 and implement any other necessary remedies at the expense of the Seller in accordance with Victrex's instructions.
- 5.4 This Article 5 shall not be interpreted as to restriction or exclusion of any of the terms of the Seller's quality guarantee or warranty against defects.

第6条 (受注者の品質保証)

乙は、本契約に基づいて提供する本製品が、個別注文書等により甲が指定する仕様、品質等の諸条件を満足させるものであることを保証する。

Article 6 (Seller's Quality Guarantee)

The Seller shall guarantee that the Products to be provided pursuant to this Agreement will satisfy the specifications, qualifications and other conditions designated by Victrex by way of the individual order form, etc.

第7条 (保証及び瑕疵担保責任)

- 1 乙は、本製品が適正にかつ相当な注意をもって製造、梱包（梱包がある場合）されていること、適正な品質を有し瑕疵のないこと、発注の目的に沿うであること、及び全ての仕様、要求、その他個別契約において求められた条件を満たすものであることを保証する。
- 2 甲は、納入完了後に本製品に瑕疵があること又は数量不足を発見した場合には、遅滞なく乙に対してその旨を通知するものとする。
- 3 甲は、本製品に瑕疵があること又は数量不足を発見した場合、納入完了時から 1 年間は、代品の納入、代金の減額又は瑕疵の修補を請求することができ

る。但し、瑕疵又は数量不足が乙の悪意又は重過失に基づくものである場合には、甲は 1 年間の期間にかかわらず、乙に対して、かかる請求をすることができる。

- 4 前項は、甲の乙に対する損害賠償請求権及び解除権を妨げるものとして解釈されてはならない。

Article 7 (Seller's Warranty against Defects)

- 7.1 The Seller warrants that the Products are manufactured, and (where applicable) packaged, with competence and due care, be of satisfactory quality without defects and fit for the purposes for which they are required by Victrex and shall comply in every respect with all relevant specifications, requirements and other conditions provided under the Individual Agreement.
- 7.2 Victrex, in the event that it discovers any defect or shortage in quantity of the Products after their delivery, shall notify the Seller without delay.
- 7.3 Victrex, in the event that it discovers any defect or shortage in quantity of the Products, within one year from the date of Acceptance, may claim that the Seller shall either deliver substitutes, discount the price or repair any defects. Provided, however, that if such defects or shortage in quantity was due to the Seller's intent or gross negligence, Victrex may claim the above against the Seller without the one year restriction.
- 7.4 Article 7.3 shall not be interpreted as to restrict Victrex's right to claim damages or terminate the Individual Agreement against the Seller.

第8条 (代金の支払)

- 1 乙は、本製品に関する納入後速やかに、甲に対し本製品の代金に関する請求書を発行する。
- 2 甲は、前項の請求書を受領したときは、乙からの請求に誤りがないことを確認の上、請求書を受領した月の翌月末日まで(支払期日が銀行休業日の場合は翌営業日)に別途乙の指定する銀行口座に振り込む方法により、代金を支払うものとする。但し、両当事者が別途合意した場合は、その定めが優先する。

Article 8 (Payment)

- 8.1 The Seller shall immediately issue an invoice to Victrex after the delivery of Products.
- 8.2 Victrex, when it receives the invoice set forth in Article 8.1, upon checking the

accuracy of the invoice, shall make payment by the end of the month following the month when Victrex receives the invoice (if such due date is a bank holiday, the next business day shall be the due date), by way of transmitting the payment to the bank account designated separately by the Seller. Provided, however, if the Parties agree a different method of payment, such agreement shall prevail.

第9条 （製造物責任）

- 1 甲及び乙は、乙が提供した本製品又はそれを使用した甲の製品に関連して、甲又は第三者の生命、身体若しくは財産に損害が発生した場合、直ちに相手方に通知しなければならない。
- 2 前項に定める損害が甲又は第三者に生じた場合、甲及び乙は原因の調査、取るべき対策等について誠実に協議するものとする。
- 3 本製品の設計、製造上の欠陥に起因して、甲又は第三者が損害又は損失を被った場合、乙は乙の責任よりその解決にあたり、当該損害又は損失を賠償するとともに、これに関連又は起因して甲に生じた費用を補償しなければならない。
- 4 乙は、本契約期間中、本製品に関する乙の製造物責任を十分に補償する適切な保険に加入しなければならない。

Article 9 (Product Liability)

- 9.1 Each Party, in the event that injury occurs to the life, body or property of Victrex or a third party either in connection with the Products provided by the Seller or Victrex's products using the Products, shall notify the other Party immediately.
- 9.2 In the event that the damage or injury stipulated in Article 9.1 is incurred by Victrex or a third party, the Parties shall discuss in good faith how they should investigate the cause and the measures to be taken, etc.
- 9.3 In the event that the damage or injury incurred by Victrex or a third party turns out to arise from defects of the Products, the Seller shall deal with the problem on the Seller's own account and indemnify the said damage including reasonable attorney fees, and indemnify the cost incurred by Victrex in connection with or arising from this.
- 9.4 The Seller shall, during the term of this Agreement, carry adequate insurance to cover the Seller's product liability concerning the Products.

第10条 （知的財産権等）

- 1 本製品が乙による役務の提供の場合で、乙が、当該役務の提供に関し知的財

産権を作成、創作した場合、乙はかかる知的財産権の全て、及び役務に関する全ての成果物及び権利(乙ないしその再委託先により作成、創作された書面、物品等を含む)を、甲に譲渡するものとする。

2 乙は、本製品が第三者の知的財産権その他の権利を侵害していないことを保証する。

3 乙は、本製品に関連して第三者との間で知的財産権等の侵害に関する紛争が生じた場合、又はそのおそれがある場合には、直ちに甲にその旨を通知し、乙の責任と負担において紛争を解決し、甲が被った損害を賠償するとともに、甲に生じた費用等を補償する。

Article 10 (Intellectual Property)

10.1 In case the Products are provision of services by the Seller, and the Seller creates and/or develops any intellectual properties in relation to provision of such services, the Seller assigns to Victrex, such intellectual property rights and all other rights relating to such services (including its deliverables created in relation to the services such as the documents and materials etc. developed by the Seller and its subcontractor and including those provided for under Article 27 and 28 of the Copyright Law).

10.2 The Seller warrants that the Products do not infringe any intellectual property rights or other rights of third parties.

10.3 In the event of any dispute relating to the infringement of intellectual property rights, etc. with a third party in connection with the Products or any probability of such a dispute, the Seller shall immediately notify Victrex thereof, resolve such dispute at the expense and responsibility of the Seller and compensate Victrex for any damages and costs, etc including reasonable attorney fees it has incurred.

第11条 (秘密保持義務)

1 各当事者は、本契約に基づいて相手方から受領したすべての情報(乙から提供される本製品の性質や本契約の存在を含む。)を、厳に秘密として保持し、これを第三者に開示又は漏洩してはならず、また本契約の達成以外の目的のためにかかる情報を使用してはならない。但し、以下の各号に定める場合において、当該必要、要求又は承諾の限度において開示又は公表するときは、この限りではない。

1) 本契約の履行のため、自己の従業員、親会社、子会社又は関連会社に開示する必要がある場合

2) 法令等に基づいて開示又は公表が必要となる場合 3)

相手方の書面による事前の承諾がある場合

2 前項の規定は、次の各号に定める情報には適用しない。

- 1) 当該情報の知得時に、知得した当事者が既に適法に所有していた情報
- 2) 当該情報の知得時に、すでに公表され又は一般に入手可能となっていた情報
- 3) 当該情報の知得後に、自己の責に帰すべき事由によらずに公表され又は一般に入手可能となった情報
- 4) 相手方当事者に対して秘密保持義務を負っていない第三者から開示された情報

Article 11 (Confidentiality)

- 11.1 Each Party agrees that all information received from the other Party under this Agreement, including the nature of the Products to be provided by the Seller and the existence of any Agreement shall be maintained in strict confidence and not disclosed or divulged to others, and the receiving Party agrees not to use such information for any purpose other than for the fulfilment of this Agreement. Provided, however, that this shall not apply if disclosure or announcement of the information falls under any of the following and if such disclosure or announcement is within the scope of such necessity, requirement or consent.
- (i) When disclosure to its own employees, parent companies, subsidiaries or affiliated companies is necessary for the performance of this Agreement;
 - (ii) When disclosure or announcement is required pursuant to any laws or regulations; or
 - (iii) When prior written consent of the other Party is obtained.
- 11.2 The previous Article 11.1 shall not apply to the information that:
- (i) was lawfully known by the receiving Party at the time of receipt of such information;
 - (ii) was already announced or publicly available at the time of receipt of such information;
 - (iii) was announced or became publicly available without any failure of the receiving Party after the receipt of such information; and
 - (iv) was disclosed by a third Party who does not bear the confidentiality obligation for the disclosing Party.
- 11.3 The obligations set forth in this Article 11 shall survive the termination or expiration of this Agreement for a period of 5 years.

第12条 (権利義務の譲渡及び再委託)

乙は、甲の書面による同意なくして、本契約上の権利義務を第三者に譲渡し、本契約上の乙の義務について第三者に再委託することはできないものと

する。

Article 12 (Assignment and Sub-Contract)

The Seller shall not assign any of the rights and obligations under this Agreement or sub-contract any of the obligations of the Seller provided for by this Agreement to any third party without the written consent of Victrex.

第13条 (契約の解除)

- 1 甲は、乙が以下の各号のいずれかに該当した場合には、乙に対する書面による通知により、本契約及び個別契約の全部又は一部を直ちに解除することができる。なお、上記解除権の行使は、本契約及び個別契約の定めその他適用法令に基づく損害賠償の請求を妨げない。
 - 1) 本契約又は個別契約の条項のいずれかに違反し、書面によりその是正を催告されたにもかかわらず、相当な期間内にこれを是正しない場合
 - 2) 差押え若しくは仮差押え、仮処分、競売の申立て又は公租公課の滞納処分を受けた場合
 - 3) 支払停止若しくは支払不能の状態に陥った場合、振出、裏書、保証に係る手形若しくは小切手が不渡りになった場合、乙に対する又は乙による破産手続、民事再生手続、会社更生手続、特別清算その他法的倒産手続の開始の申立てがあった場合その他乙の財産上の信用に関わる事由が生じた場合
 - 4) 監督官庁より許認可の取消し又は営業の停止等の処分を受けた場合
 - 5) 解散の決議をした場合
 - 6) その他本契約又は個別契約を継続しがたい重大な事由が発生した場合
- 2 前項各号に該当する事由が生じたときは、乙は、乙の甲に対する一切の債務について当然に期限の利益を喪失する。

Article 13 (Termination)

- 13.1 In the event the Seller falls within any of the following items, Victrex may terminate all or part of this Agreement and the Individual Agreements immediately by providing a written notice to the Seller. Such termination by Victrex shall not preclude Victrex from claiming damages against the Seller pursuant to this Agreement, the Individual Agreements or any other applicable laws and regulations:
 - (i) upon breach of this Agreement or an Individual Agreement, and the breach is not remediated after a reasonable period upon serving of notice;

- (ii) upon seizure or provisional seizure, temporary disposition, application for auction or attachment on property for unpaid taxes and public dues;
- (iii) upon suspension of payment or incapacity to pay, or upon a dishonor disposition from a clearinghouse concerning its issued pay checks or promissory notes. Upon petition for bankruptcy, civil rehabilitation, corporate rehabilitation, liquidation, and other insolvency procedures filed by or commenced against the Seller, or the occurrence of any other similar incident concerning the Seller's financial credibility;
- (iv) upon receipt of a penalty of cancellation or suspension of business license from a competent authority;
- (v) upon resolution of dissolution; or
- (vi) upon the occurrence of any other material incident that would make it not possible to continue this Agreement or the Individual Agreements.

13.2 When circumstances arise that fall within any of the items in Article 13.1, the benefit of any right to time shall be lost in relation to all debts owed by the Seller to Victrex.

第14条 (反社会的勢力の排除)

甲及び乙は、相手方が下記の各号の一つに該当した場合は、相手方に対し何らの催告を要することなく本契約を解除できる。

- 1) 役職員等に暴力団、暴力団関係企業、総会屋等の反社会的勢力(以下、「反社会的勢力」という。)の構成員がいる場合
- 2) 反社会的勢力の構成員が経営に実質的に関与している場合
- 3) 反社会的勢力に対し、資金等を供給し、または便宜を供与するなど反社会的勢力の維持運営に協力し、または関与している場合
- 4) 反社会的勢力であると一般的に見られるような行為を行った場合
- 5) その他上記各号に類似する場合

Article 14 (Anti-Social Forces)

In the event that Victrex or the Seller falls under any of the following items, the other party hereto may cancel a part or all of this Agreement or an Individual Agreement without any requirement of notice:

- (1) if any officer or an employee is a member of an anti-social element (“Anti-Social Element”) such as an organized crime group (*yakuza*), a company having a relationship to an organized crime group, a corporate racketeer, or the like;

- (2) if any member of an Anti-Social Element is substantially involved in the business operation;
- (3) if a Party is involved in or supports Anti-Social Elements by providing funds or extending facilities;
- (4) if a Party commits any act that is generally deemed to be that of Anti-Social Forces; or
- (5) any other cases similar to (1) to (4) above.

第15条 (不可抗力)

売主が、その合理的な支配の及ばない事由または状況であって、合理的な注意義務を尽くしても合理的に回避することができなかった事由または状況(それぞれを「不可抗力事由」という。)により、その義務の履行を妨げられ、阻害され、または遅延した場合、売主は、当該不履行または遅延について責任を負わないものとする。ただし、売主が以下の各号を満たすことを条件とする。

- (a) 不可抗力事由の発生を速やかにVictrexに通知すること。
- (b) その影響を軽減するために合理的に必要なあらゆる努力を尽くすこと。
- (c) 合理的に実行可能な限り速やかに義務の完全な履行を再開すること。

不可抗力事由には、売主の資金不足、売主のシステムの障害、売主の従業員または下請業者の不履行もしくは不作為、または売主のサプライチェーンにおける障害に起因する事由は含まれないものとする。

売主は、不可抗力事由が継続する期間中、当該不可抗力事由の影響を受ける義務の履行を停止することができる。不可抗力事由が継続し、Victrexが契約の継続を商業的に合理的でないと合理的に判断するに至った場合、Victrexは、売主に対する書面による通知により、本契約(またはその影響を受ける部分)を直ちに解除することができる。

Article 15 (Force Majeure)

If the Seller is prevented, hindered or delayed in the performance of its obligations by an event or circumstance beyond its reasonable control which could not reasonably have been avoided by the exercise of reasonable diligence (each a “Force Majeure Event”), the Seller shall not be liable for such failure or delay, provided that it:

- (a) promptly notifies Victrex of the Force Majeure Event;
- (b) uses all reasonable endeavours to mitigate its effects; and
- (c) resumes full performance as soon as reasonably practicable.

A Force Majeure Event shall not include events arising from the Seller’s lack of funds, failures of the Seller’s systems, personnel or subcontractors, or failures in

the Seller's supply chain.

The Seller may suspend performance of its affected obligations for the duration of the Force Majeure Event. Where the Force Majeure Event continues for such period that Victrex reasonably considers it to be commercially impracticable to continue the Contract, Victrex may terminate the Contract (or any affected part of it) with immediate effect by written notice.

For the avoidance of doubt, a Force Majeure Event shall not relieve a party's obligation to pay amounts properly due and payable.

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[\[Economic C...y Act 2023\]](#)

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16.5 [Victrex](#) [\[...rexplc.com\]](#) [Victrex-Supplier-Code-of-Conduct-English_FINAL_sig.pdf](#)

16.6 Victrex

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ii. Victrex
iii. 2015 1 2 4
iv.

Article 16 (Compliance)

16.216.1 Each Party shall comply with all applicable laws and regulations (including but not limited to the anti-bribery related laws and regulations), instructions and guidance of the competent authorities throughout the term of this Agreement. The Seller agrees to comply with all Applicable Laws and must not commit (or aid, abet, counsel or procure the commission of) any fraud

offence, including without limitation, those set out in Schedule 13 of the UK Economic Crime and Corporate Transparency Act 2023.

16.3 Any breach of clause 16.2 will be regarded as an irremediable material breach of these terms and conditions.

16.4 “**Applicable Laws**” means all applicable regulations, and all applicable federal and/or state laws, regulations, regulatory and/or professional rules, policies, standards, guidelines, codes of practice and/or trade association codes of ethics, in each case which are from time to time in force.

16.5 The Seller shall comply with the Victrex Supplier Code of Conduct which can be found here at [Victrex-Supplier-Code-of-Conduct-English FINAL sig.pdf](#).

16.6 The Seller shall also:

- i. comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
- ii. comply with the Victrex Modern Slavery and Human Trafficking Policy
- iii. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- iv. where subcontracting is permitted, include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause.

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indemnify

- 17.1 Notwithstanding anything to the contrary herein, nothing in this Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either party to act or refrain from acting (or agreeing to act or refrain from acting) in any manner which is inconsistent with, penalised or prohibited under any laws, regulations or decrees or other mandatory official government requirements of the United Kingdom or the United States of America, EU or UN (as may be amended from time to time) applicable to such party which relate to foreign trade controls, export controls, embargoes or international boycotts of any type.
- 17.2 The Seller agrees not to provide goods or procure services directly or indirectly from any country which is United Kingdom or the United States of America or EU or UN or other applicable government sanctioned or embargoed (or becomes so sanctioned or embargoed). Furthermore, the Seller hereby agrees to indemnify Victrex for all costs, liabilities, direct damages, claims, for any breach of this clause 17.

[illegible]

18.1 Victrex

18.2

Article 18 (Data Protection)

- 18.1 To the extent that the Seller gets access to any personal data from Victrex or during the supply of the Products, the Seller will process such personal data only in accordance with the Agreement and Victrex's instructions and will ensure that it has taken steps to ensure the reliability of those of its employees who are used to process such personal data.
- 18.2 The Seller warrants that it has appropriate technical and organisational processes and procedures in place to safeguard against any unauthorised or unlawful processing and against accidental loss or destruction of, or damage to the personal data.

第19条（誠実協議）

本約款又は個別契約に定めのない事項又はその解釈に関する事項につき疑義が生じた場合は、甲及び乙は、相互に誠実に協議して解決に努める。

Article 19 (Discussion)

The Parties shall consult in good faith and make efforts to resolve any matters not dealt with by this Agreement or an Individual Agreement or any doubts concerning the interpretation thereof.

第20条（人工知能の利用）

売主は、本契約に基づく義務の履行に厳密に必要な範囲でのみ、かつ以下の各号の条件を満たす場合を除き、本サービス又は **Victrex** の秘密情報に関連して、人工知能又は機械学習システムを利用してはならない。

(a) Victrex の秘密情報が、いかなる人工知能又は機械学習モデルの学習、ファインチュー

ーニング、改善又は開発のために使用されないこと。

- (b) 当該人工知能又は機械学習システムが、Victrex の秘密情報への不正アクセス、開示、保持又は再利用を防止するために設計された、安全かつアクセス管理された環境において運用されること。
- (c) Victrex の秘密情報が、Victrex の事前の書面による承諾なく、第三者に開示されず、第三者によるアクセス又は利用に供されず、又は第三者の利益のために利用されないこと。ただし、本契約に定めるものと同等以上の秘密保持義務を書面により負う売主の従業員等による利用を除く。

AI生成物

本サービスに関連して人工知能又は機械学習システムにより、又はその支援を受けて生成された一切の成果物、作業成果、資料その他の出力物（以下「AI生成物」という。）は、法令上許容される範囲において、職務著作物（work made for hire）とみなされるものとする。

AI生成物が職務著作物とみなされない範囲において、売主は、AI生成物に関する一切の権利、権原及び利益（知的財産権を含むがこれに限られない。）を、ここに Victrex に譲渡する。

保証及び補償

売主は、AI生成物及び本契約に関連する人工知能又は機械学習システムの利用が、いかなる第三者の知的財産権その他の権利も侵害又は不正流用するものではなく、かつ適用法令を遵守するものであることを表明し、保証する。

売主は、本第20条の違反に起因し、又はこれに関連して Victrex が被る一切の損失、請求、損害、責任、費用及び支出について、Victrex を補償し、免責するものとする。

Article 20 (Use Of Artificial Intelligence)

The Seller shall not use artificial intelligence or machine learning systems in connection with the Products or Victrex's Confidential Information except to the extent strictly necessary to perform its obligations under this Agreement and only where:

- (a) Victrex's Confidential Information is not used to train, fine tune, improve or develop any artificial intelligence or machine learning model;
- (b) the artificial intelligence or machine learning system is operated within a secure, access-controlled environment designed to prevent unauthorized access, disclosure, retention or reuse of Victrex's Confidential Information; and
- (c) Victrex's Confidential Information is not made available to, accessed by, or used for the benefit of any third party without prior written consent from Victrex, other than the Seller's personnel acting under written confidentiality obligations no less protective

than those set out in this Agreement.

AI Generated Output

All deliverables, work product, materials or other outputs generated by or with the assistance of artificial intelligence or machine learning systems in connection with the Services (“AI Output”) shall be deemed works made for hire to the extent permitted by law. To the extent not deemed works made for hire, the Seller hereby assigns to Victrex all right, title and interest in and to the AI Output, including all intellectual property rights.

Warranty and Indemnity

The Seller represents and warrants that the AI Output and the Seller’s use of artificial intelligence or machine learning systems in connection with this Agreement shall not infringe or misappropriate the intellectual property or other rights of any third party and shall comply with applicable law.

The Seller shall indemnify and hold harmless Victrex from and against all losses, claims, damages, liabilities, costs and expenses arising out of or in connection with any breach of this Article 20.

第21条 （準拠法及び管轄）

- 21.1 本約款及び個別契約は、日本法を準拠法とし、日本法を基準に解釈される。
- 21.2 本約款及び個別契約に起因又は関連して生じた甲乙間の一切の紛争は、東京地方裁判所を第一審の専属的合意管轄裁判所とする。
- 21.3 本約款及び個別契約において和文版と英文版に齟齬がある場合には、和文が優先して適用されるものとする。

Article 21 (Governing Law and Jurisdiction)

21.1 This Agreement and Individual Agreements shall be governed and construed by the laws of Japan.

21.2 In the event of any dispute between the Parties arising out of or in connection with this Agreement, such dispute shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

21.3 In the event of any contradiction between the Japanese version and English version of this Terms and Conditions or the Individual Agreements, the Japanese version shall prevail.